

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

CRAIG CUNNINGHAM

v.

WATTS GUERRA, LLP; et al.

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§
§
§

CIVIL ACTION NO. 5:22-cv-363-OLG

AFFIDAVIT OF FRANCISCO GUERRA, IV

STATE OF TEXAS *
*
COUNTY OF BEXAR *

I, Francisco Guerra, IV, being duly being sworn on oath, depose, state, and declare as follows:

1. I am over 18 years of age, and I am of sound mind and capable of making this affidavit. I have personal knowledge of the facts stated in this affidavit and affirm that they are true and correct.
2. I am personally named as one of the defendants in the above-entitled matter.
3. I am one of the partners in Watts Guerra.¹
4. This Affidavit is submitted in support of Defendants' Motion for Summary Judgment.
5. Watts Guerra and I personally, represent thousands of clients in claims against the manufacturers of Zantac (brand name of the generic drug ranitidine) for knowingly concealing and marketing this dangerous, cancer-causing drug for over 30 years.
6. Our partner Alicia O'Neill is the Managing Partner of our Mass Tort Offices and makes all recommendations regarding contracting advertising companies and vendors to Mikal Watts and me. We also task her with requesting approval from us and then

¹ For purposes of this Affidavit, "Watts Guerra" means Watts Guerra LLP and all of its offices and affiliates.

making payments to the advertising companies, tracking their progress, and reporting to us.

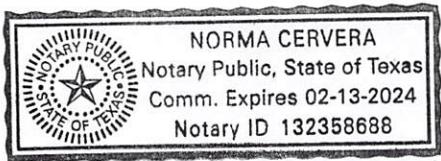
7. Watts Guerra engages advertising companies in relation to Mass Torts specifically only to market per the ethical rules (1) online (e.g. via social media and google) and through (2) radio, and (3) television. Watts Guerra is billed specifically for the precise advertising run by the advertising companies and for their labor. Ms. O'Neill reviews those bills personally. Watts Guerra has never, and will never, authorized, been billed for, or paid for any advertising firm to make outgoing, unsolicited telephone calls as a part of marketing.

8. I have reviewed the affidavits of our partner Ms. Alicia O'Neill, employees Ms. Donna Coutu and Ms. Kari Archer, and the response of Berken Media to our Cease and Desist Letter. Watts Guerra has no relationship to Berken Media, Robert Kenyon, Consumer Case Helpline, or Gurusagent.com. Watts Guerra has never made any payments to any of those entities, nor has it ever received any correspondence or contracts from those companies. Further, Watts Guerra's vendors do not have a relationship with these companies.

9. Watts Guerra, and its advertising vendors, have no relationship with Berken Media, Robert Kenyon, GurusAgent.com, Susana Valenzuela, Ana Gutierrez, and Consumer Case Helpline.

Further, Affiant saith naught.

Dated this 14th day of June 2022.



A handwritten signature in black ink, appearing to read "Francisco Guerra, IV."

Francisco Guerra, IV.

Subscribed and sworn to before
me this 14th day of June 2022.

A handwritten signature in blue ink, appearing to read "Norma Cervera".

Notary Public – Texas
My Commission Expires: 02-13-2024